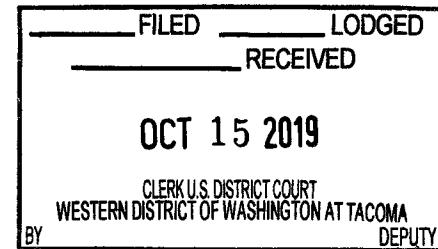


1
2 THE HONORABLE JUDGE ROBERT J. BRYAN
3
4



10
11 UNITED STATES DISTRICT COURT
12 WESTERN DISTRICT OF WASHINGTON
13 AT TACOMA
14

15 Case No. 3:19-CV-05493-RJB
16
17

18 CEHAKANAK SARAY, an individual,
19 Plaintiff,

20 v.
21 AMERICAN FAMILY MUTUAL
22 INSURANCE GROUP S.I., a foreign
23 corporation, and the agents, officers &
24 employees comprised thereof,
25 Defendant.

26 PLAINTIFF RESPONSE FOR ORDER TO
27 SHOW CAUSE

28 INJUNCTION REQUEST

29 AMENDED COMPLAINT
30 FOR BREACH OF CONTRACT &
31 PERSONAL INJURIES
32

33 TO: The Clerk of the Court; and
34

35 TO: All counsel of record

36 INTRODUCTION AND RELIEF

37 Plaintiff, proceeding *pro se*, Cehakanak Saray (“Saray”) response to Show Cause and
38 orders.

39 Plaintiff respectfully request the court allow Plaintiff to Amend this complaint as matter
40 of course under Fed. R. Civ. Pro. 15.

41 Plaintiff respectfully request the court for a scheduling and status conference.

1 Also would like to have an oral hearing on a request to dismiss without prejudice under a
2 disability so that Plaintiff can seek proper mental health care and counseling for his current
3 behavioral status resulting from this entire experience with American Family.

4

RESPONSE FOR ORDER TO SHOW CAUSE

5

6 Prior to filing this action on June 3, 2019, on 5/20/2019 Plaintiff sought pro bono legal
7 advice on his complaint through the Tacoma Pro Bono Community of Lawyers.

8 In preparation and consideration of this case Plaintiff received advice from the legal aid
9 clinic on May 20, 2019 on claims that involved American Family action and conduct.
10

11 Recommendations included but not limited to, that his four separate complaint be entered
12 as one, as complaint would be then too excessive which may amount to over hundreds of pages
13 and Plaintiff only kept the trademark related claims to be the most significant and reasons for
14 Defendant to settle this case.

15 Also Pro bono advice was to file within the three-year statute of limitation for certain
16 specific claims that was also related to this case, which would refer to the date of collision on
17 June 20, 2016.
18

19 Plaintiff's experience and family fell victimize to a fraudulent practice by white-collar
20 crime to what he now believes is American Family abuse and the use of the legal services as in
21 whole or part in their claims handling process.
22

23 His ethnic, background history, and possible lack of education with the family
24 circumstances were also to believe as reason to be targeted by discrimination. The vulnerability
25 of a consumer placing too much trust in business's that are insurance-related, like the lawyers
26 retained show either negligence in their claims handling, or co-conspired with the Defendant as
27
28

1 to the repetitive incompetency or inadequacy of legal professionals and their business ethics or
2 code.

3 Plaintiff have been suffering through traumatized events directly caused by American
4 Family and will continues to develop symptoms and episodes of depression from the damages of
5 the breach of his trust and loyalty since he can remember those television ads broadcasted on
6 Seahawks game and endorsements.

7 This case was filed in court to share my personal experience with the public interest at
8 mind. I feel as if American Family truthfulness in advertising if far from truthful and would like
9 a Jury to decide on that matter if they are also likely to be confused by way of the Defendant use
10 of advertising material and related trademarks slogan.

11 After careful consideration of legal advice and to not give up on allowing Defendant with
12 their advertisement of false hopes and promises, among many other things, this case was then
13 filed on 6/3/2019.

14 However, Plaintiff was not prepared to handle this case immediately and believed that he
15 would be assigned to a court-appointed counsel, which then would decrease the amount of stress
16 and confusion that Plaintiff already has endured. That request was denied and Plaintiff had very
17 limitation on resources remaining in which then he turned to education.

18 This claim was unreasonably handled and then denied unknowingly that was based on a
19 misrepresentation of material fact.

20 The claims-experienced professional in this case and the insurance related claims
21 handling has allowed an invalid and outdated rejection form to be introduced and deny the claim.
22 The applicable to the previous vehicle under the same auto policy number is one of various way
23 in attempts to deny benefits and coverage deployed by the Defendant.

1 Therefore, Plaintiff respectfully request to reconsider for a court-appointed counsel for
 2 the personal injury caused to him by Defendant and possible consider a Certified Class Action
 3 under Fed. R. Civ. Pro. 23 and/or to excuse Plaintiff with motion to dismiss without prejudice in
 4 effort to reduce the excessive mental stress and anxiety placed upon Saray as his inability to
 5 focus on academic and his family has been tarnished by his former insurance company's action,
 6 which they continue to send personal advertisement of creating a unique policy in the form of
 7 insurance and refer to them as to a dream and affecting my behavior each day, to this day and
 8 into the uncertain and indefinite future.

9
 10 As a result of American Family and through their Defendant's counsel action, Saray and
 11 his family have and will continue to suffered substantial economic and non-economic injuries
 12 including the mental health and wellness of the children's father as person, as a provider, and as
 13 a dreamer.

14
 15 **Order to Show Cause**

16
 17 ***Communication efforts***

18 Plaintiff many attempts to satisfy the court Orders set by Honorable Judge in this matter
 19 included my personal voice messages, which were left to Christopher Roslaniec "Roslaniec" on
 20 August 12, 2019. This is where more than 40 days pass since the summons and complaint was
 21 issued, however no answer was submitted.

22 Additional calls were made to reach Defendant's counsel and was finally returned after
 23 the 4th or 5th attempt. Roslaniec and his first response was via email to Plaintiff on August 22,
 24 2019. Roslaniec then acknowledges that I have been attempting to reach them. Through email,
 25 Roslaniec then responded to a request for Saray's time availability to set a conference which
 26 Saray then responded on August 23, 2019 using that same mode of communication.

1 There has been no response thereafter by Defendant's counsel, Roslaniec. After
2 numerous attempts of phone calls made by Plaintiff to reach counsel again were unsuccessful.
3 Plaintiff's efforts to communicate with Christopher Roslaniec also included travelling and then
4 spending hours awaiting at their firm's office and around the nearby area in Seattle, WA on
5 9/9/2019.

6 A drafted proposal for an early settlement and other related material were supplied to
7 Defendant's counsel. Dkt. 24 was provided to legal assistant Sonia Chakalo "Chakalo." In good
8 faith effort to discuss some kind of an early settlement proposal between both parties. In duress
9 and frustration, Plaintiff left the unsigned settlement draft proposal that was left to Chakalo care
10 on 9/9/2019.

11 Plaintiff received very minimal response and defendant has declined to this settlement
12 proposal. The 26(f) conference as stated by Defendant counsel's report never happened and
13 Plaintiff would advise that the court having order to have a pro se, set this communication is to
14 far excessive to handle on his own resources and accord.

15 Defendant's counsel and communication were mainly through email. Plaintiff has
16 informed the Clerk and numerous court personnel about this issue regarding the lack of
17 defendant counsel effort and how to properly meet and confer with this order.

18 Numerous calls were made to the court to understand how and to what exactly is the
19 court is looking for under their rules of civil procedure. Plaintiff has gone so far that he has taken
20 upon himself to take civil law and paralegal courses at Tacoma Community College in attempt to
21 understand the courts rules and civil procedures. However, this has now caused more time
22 constraint on him, his family and his daily life schedule and his mental state of mind and health.

1 It was also previously agreed in the first initial response that Defendant counsel
2 Roslaniec would not mind drafting the Joint Status Report "JSR" in that respect due on 9/23/19.
3

4 After reviewing a copy of the JSR provided to Plaintiff by defendant counsel through
5 email, Saray disagree with counsel's draft of the JSR that was provided and attached for Plaintiff
6 to sign. Counsel sent a draft that did not edit the suggestion Saray had requested to include in the
7 Joint Status Report. Attached pages of email transcript (10 pgs.) in support to show cause.

8 This email transcript included a list of possible witness, including discovery methods
9 such as a request for admission, among other things. The edits and suggestion that were
10 delivered to counsels via email on 9/23/2019 did not include Plaintiff's request in our Joint
11 Status Report.

12 Plaintiff have been experiencing additional inconvenience and damages since dealing
13 with any insurance related business and American Family. Their action has continued to fail to
14 perform and American Family continues to claim to restore and to protect dreams. This
15 advertising claim by Defendant is clearly false.

16 Plaintiff has continued to experience behavioral health issue that he continually has to
17 keep monitoring and evaluating his condition. Saray currently and now seeks therapy and
18 counseling visits weekly. Plaintiffs inability to move on with his life is caused by the untruthful
19 advertising claim by American Family and their methods of using the legal justice system to take
20 advantage of victims in unconscionable. Plaintiffs is here in court in attempt to search for truth,
21 justice and relief.

22 Plaintiff confusion and episode of post trauma stress disorder (PTSD) are the injuries
23 from his experience of being a member and policyholder of American Family.
24

1 The court lacks to recognize that the conspiracies have caused Plaintiff severe confusion
2 and inconvenience upon him within this claim in a civil action. Plaintiff episodes of PTSD are
3 now likely to be permanent and will likely cause Plaintiff further damages into the uncertain and
4 indefinite future.
5

6 If case is dismissed and closed, this would then cause Plaintiff permanent harm and
7 injury towards his future, his person and his legal interest and his own rights. This will tarnish
8 and diminish the value and principle of life and his imagination to dream and that the justice
9 system is officially corrupted. Damaging his personal intellectual mind and property, including
10 his family's dreams, his mental wellness, his family's present condition and his ability to make
11 amends with his life's hopes, purpose, dreams and passion. Again, this is the same Dream that
12 American Family advertises loosely and claims under their warranty.
13

14 Plaintiff's daughter is a three-year-old and was super-girl for a family Halloween outing
15 early this year and still in training diapers. She is the most adorable little thing and my life's
16 enjoyment. Plaintiff also has a six-year-old son, which is now in kindergarten and is attending
17 school full-time Monday through Friday. Due to scheduling conflict on class time and schedule
18 he is unable to spend the morning, preparing lunch and taking him to school anymore. They also
19 have an older sibling at Mt. Tahoma High School.
20

21 Plaintiff's courses for academic career and legal studies at TCC also has begun for Fall
22 Quarter 2019 on September 23, 2019 which follows the same time as the JSR deadline was to be
23 filed.
24

25 To the course of events that has taken place has cause the loss of consortium towards the
26 entire family, and now has severe effects on his ability to fully care for his children properly.
27
28

1 Since after denied for Court-Appointed Counsel, Plaintiff doesn't completely understand
2 why his claim was insufficient and lacking merit.

3 Specific information can only be provided by the Court Clerk on advice of case matters
4 which have forced Plaintiff to seek pro bono legal aid.
5

6 These appointments are usually schedule after hours on a specific time-basis, per
7 monthly, to which Plaintiff then must prepare excessive time thereafter to meet the Court
8 deadlines that are already in place.
9

10 With the involvement of other life's duties and responsibilities, Plaintiff asks to
11 determine whether this case should be noted for a later time until Plaintiff's health condition is
12 stabilized before court decides on the motion to dismiss, due to the hardship placed upon
13 Plaintiff's current position.
14

On October 7, 2019 local attorney practicing for over twenty years advise Plaintiff the
following legal advice and respectfully request the court to allow any of the following
recommendations: See attached.
17

(1) to see if he can non-suit, then refile.
18
(2) If not, Amend Complaint (as a matter of course under Fed. R. Civ. Pro. 15) which is
19 incorporated herein this pleading.
20

21 Plaintiff order for a Joint Status Report at this time is too far an excessive order and limits
22 the ability of his other duties and daily activities as the Defendant were not acting in good faith.
23

24 Plaintiff believe that the continue of motion are frivolous made by the Defendant's
25 counsel and prepared timely to cause more stressed towards the Plaintiff financial condition and
26 affects his mental state of mind.
27
28

1 Plaintiff again is informing the court that he continues to suffer from serious medical
 2 condition and if the court still finds that Plaintiffs claims are still without just, will allow the
 3 Defendant to make the world of words, language, and terms false towards the Plaintiff, with no
 4 true definition, meaning or purpose in his state of mind.
 5

6 **Injunction Request**

7 In addition to the damages American Family has caused, they also implied a false
 8 warranty and promise of protection. By their actions and conduct, they clearly failed their claim
 9 to restore and protected those in the event the unexpected occurs.
 10

11 Plaintiff requests for injunction order to refrain American Family from sending their
 12 advertisement to Plaintiff and at his home address; and to refrain Defendant from making
 13 promises on dreams and then to restoring it and protecting it.

14 **I. PARTIES & JURISDICTION**

15 **1.1** At all times relevant to this complaint, Saray was a resident of Pierce County,
 16 Washington. Saray was insured under motor vehicle insurance policy number 2354-1271-02-51-
 17 FPPA-WA, including uninsured/underinsured motorist (“UIM”) coverage, issued by Defendant
 18 American Family Mutual Insurance Company (“American Family”).

20 **1.2** At all times relevant to this complaint, American Family was and is a foreign insurer as
 21 defined by RCW 48.05.010, incorporated under the laws of the state of Wisconsin, with its
 22 principal place of business in Wisconsin.
 23

24 **1.3** The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

25 **1.4** The Court has jurisdiction pursuant to 28 U.S.C. Section 1332(a)(1).

26 **II. STATEMENT OF FACTS**

1 **2.1** On June 20, 2016, while proceeding north on Portland Ave in Tacoma, Washington,
2 Saray's vehicle was hit by a vehicle driven by Antonio Solis-Sanchez. Mr. Solis-Sanchez was
3 charged for Hit & Run, Attended.
4

5 **2.2** Mr. Solis-Sanchez insurance company accepted liability and paid the policy limits
6 available on his insurance policy, but not after an extensive delay for distribution had occurred.
7

8 **2.3** In November 2017 Saray's third attorney of record in this claims handling was then able
9 to receive the distribution of funds for partial of the medical liens in placed.
10

11 **2.4** Saray's vehicle was totaled as a result of the collision and he suffered severe bodily
12 injuries. The amount of insurance available was not sufficient to fully compensate Saray for the
injuries he suffered in the accident or yet made whole.
13

14 **2.5** Saray's bodily injuries required significant medical treatment which he incurred on
multiple occasions.
15

16 **2.6** Following an application for Apple Health through Washington State was then the
17 injuries treated properly for Saray's medical care for the injuries that were directly caused from
the motor vehicle collision on June 20, 2016.
18

19 **2.7** Saray now suffers from an ongoing medical care and mental disability and continues to
20 seek counseling for his behavioral health issue as result of American Family deceitful claims
21 handling practice, use of misleading information and misrepresenting Saray's policy contract.
22

23 **2.8** Saray notified American Family about the collision which Saray had UIM/UM bodily
24 injury coverage and relied on this coverage for his bodily injuries related medical cost and
expenses.
25

26 **2.9** Saray also suffered from significant pain and suffering, as a result of the collision. Saray
27 has unable to fully care for his family and his responsibility as a parent to his children were
28

1 intensely difficult of a two-month-old infant and two-year-old toddler. They are now three and
2 six-years old and has been affected by Saray inability to spend the necessary quality time and
3 attention. His son has been evaluated and admitted into therapy counseling and have been
4 diagnosed for delays in milestones in their childhood development.
5

6 **2.10** Saray's injury should have been covered and available under his coverage of
7 Uninsured/Underinsured Motorist "UIM/UM" Bodily Injury Coverage up to his available policy
8 limits.
9

10 **2.11** American Family also has far and gone to say that through their web domain address that
11 Uninsured/Underinsured Motorist Bodily Injury Coverage:
12

*If you're in an accident with an at-fault driver who has some liability insurance, but not
enough to cover all of your bills after an accident, you'll be glad you had underinsured
motorist coverage. It's similar to uninsured coverage, but in this case, the at-fault
driver's insurance typically pays for the damages up to their policy limit, and your
underinsured coverage kicks in to help pay the rest.*
13
14
15
16
17

18 **2.12** If you're in an accident with an uninsured or underinsured driver, and you don't have
19 uninsured or underinsured motorist coverage, you'll be responsible for paying out-of-pocket for
20 damages and medical expenses. However, if you're in an accident where the other driver was at
21 fault and you do have these coverages, you'll rest easy knowing your finances are protected. This
22 is found on American Family web domain under the UIM/UM coverage and provision.
23

24 **2.13** On January 10, 2017 American Family denied any bodily injury coverage towards
25 Saray's injuries when Deontae Turner "Turner" expressed to Saray that unfortunately, due to the
26 policy language the medical injury claim would not be covered at this time.
27
28

1 **2.14** Saray former counsel informed American Family on January 24, 2017 that his claims had
2 conflicting information and that a Declaration Page was provided to him by the local Agents and
3 to again recheck or that attorney fees would be applicable under the wrongful denial under the
4 *Olympic Steamship.*
5

6 **2.15** This claim was then reassigned by American Family to another adjuster Joanie Sullivan
7 “Sullivan” on or around January 27, 2017.
8

9 **2.16** Sullivan spoke to Saray’s attorney legal assistant “Imogen Holmes” in which we briefly
10 discussed the denial. Saray followed up with an email to legal assistant on or around January 30,
11 2017 to clarify the reason for denial and a request to have it in record and in writing.
12

13 **2.17** However, this attempt was unsuccessful. Attorney Deborah Purcell expressed that legal
14 assistant Holmes handling Saray’s claim was no longer with the firm.
15

16 **2.18** On February 7, 2014 a certified Declaration Page was then produced by American Family
17 with a true and accurate copy of policy coverage.
18

19 **2.19** A decision was later made on February 14, 2017 by another adjuster identified as a no-
20 fault med-pay adjuster, Susan Burns “Burns.”
21

22 **2.20** Law Offices of Harold Carr allowed Burns to open and then closed the claim for Personal
23 Injury Protection without producing the proper forms for rejecting the PIP coverage pursuant to
24 Washington State Law.
25

26 **2.21** Susan Burns decision for denial was based off the policy language found on another
27 vehicle, a 1999 Toyota Corolla (which was the previous vehicle assigned to same policy number)
28 which was not the actual vehicle “Cadillac” involved in the June 20, 2016 motor vehicle
collision.
29

1 **2.22** American Family decision to deny Claim No. 185-135663 based on the language found
2 on a Rejection/Selection Personal Injury Protection “PIP” and UIM/UM “Waiver Forms” created
3 by American Family that was applicable only to the 1999 Toyota Corolla.
4

5 **2.23** American Family was informed on numerous occasions and knew that their own
6 Declaration Page had conflicting language than that to the Waiver Forms in which American
7 Family used and reused to reject coverage and deny the claim unlawfully.
8

9 **2.24** Underwriting agent Tiffani Guthrie at Battens Agency produced and provided a copy of
10 the Declaration Page to Saray in-person sometime during Summer of 2016.
11

12 **2.25** Battens Agency has thus closed shop since Spring of 2017 at their place of business in
13 Tacoma Washington, just months following after Holmes recent departure from Law Office of
14 Harold Carr.
15

16 **2.26** American Family Rejection/Selection Waiver Forms were intentionally applicable to a
17 previous vehicle on the multi-car auto policy that Saray had on his previous multi-car auto
18 policy.
19

20 *Negligence*
21

22 **2.27** Saray personally requested Batten to reach Turner to resolve this matter over the phone,
23 since the medical coverage claim was unverifiable after or about 10 weeks of medical treatment.
24 Around this same time, on August 15, 2016 senior adjuster of American Family Steven Nickell
25 advised Saray “It was not necessary for you to do anything at this time.”
26

27 **2.28** Saray has then retained counsels on three occurrences and developed grievance for
28 malpractice in the course of events in this claims handling by American Family claims
department.
29

1 **2.29** On December 11, 2017 Saray's retained new counsel to resolve the claims issue with
2 former counsel in effort to retrieve the funds from the 3rd party liability, which was withheld by
3 former counsel Harold Carr's office.

4
5 **2.30** Through Saray's third attorney of record, he informed American Family of their
6 misleading information and informed Sullivan the harm it has already caused, which was in
7 violation of WAC 284-30-330(1), among other things.

8 **2.31** On January 10, 2018 Saray's attorney notified American Family again about their
9 deceitful conduct and their continual refusal to pay any amount towards their client's claim,
10 which Saray still had an outstanding balance from the Emergency Room visit on June 20, 2016.

11
12 **2.32** On or around January 18, 2018 American Family responded and disagree with Saray's
13 attorney and their accountability on the misleading information to have not caused any harmed to
14 Saray.

15
16 **2.33** Saray's attorney informed American Family that they were incorrect on that statement
17 and that he had suffered from additional distress.

18 **2.34** American Family refused to reconsider the extent of other damages and harm they have
19 caused upon their own insured Saray and recklessly ignored their client's health and interest.

20 **2.35** American Family continue to refuse and explain how they evaluated the claim and their
21 records that they had in assessing the value of the claim.

22
23 **2.36** American Family asserted an unknown party to the claim, "Carrier Geico" was subtracted
24 from the total value of the claim in March 2017, however no party existed and no release for this
25 amount or truly acknowledge that the unknown party ever had any involvement.

1 **2.37** On or around July 10, 2018 Plaintiff filed a complaint with the Office of Insurance
2 Commissioner and was assigned Case Number 1586840 in connection to the above entitled
3 action. Dkt. 1-2 (Pages 23-25 of 47).

4 **2.38** This complaint is in connection to the denials and continue refusal to pay any amount on
5 Plaintiff's claim (Claim No. 185-135663) as stated by former counsel Kyle Olive on December
6 11, 2017 Dkt. 1-2 (Page 12 of 47).

7 **2.39** On July 24, 2018 Marshall Westbrook, Casualty Claim Manager on behalf of American
8 Family wrote to Ethel Smith, State of Washington Compliance Analyst. Dkt. 1-2 on (Page 27 of
9 47) second paragraph sections.

10 *"We apologize for the inconvenience or confusion this situation caused. It is our
11 goal to provide the best possible customer service and regret that it was not met
12 in this situation. We can assure you that Ms. Sullivan has handled the claim with
13 the utmost care and in a proactive manner since being assigned to this claim."*

14 **2.40** American Family, Casualty Claims Manager also misstate of other facts to the regulating
15 agency in regard to this matter.

16 **2.41** Defendant American Family should be found liable for the damages to Plaintiff's injuries
17 and for the inconvenience and confusion this situation caused.

18 **2.42** Saray has been very distressed by his insurance company's unreasonable claims handling
19 by the failures to properly pay benefits under an automobile insurance policy.

20 **2.43** As a result of this entire claims handling and misrepresentation of policy coverage,
21 caused Saray to assert a civil action against American Family Insurance Group S.I. for breach of
22 contract, negligence, fraud, bad faith, and other state statutory violation and federal trademark
23 related claims.

1 **2.44** Saray filed this court in Federal Court following a pro bono legal advice that he received
2 on May 20, 2017. Though legal advice was given to him by a pro bono to file sometime before
3 the statute of limitation of three years since the date of accident June 20, 2016.
4

5 **2.45** Saray was compelled to file his consumer affair suit on June 3, 2019 in the United States
6 District Court in Western District of Washington in Tacoma. Saray prepared himself to file in
7 forma pauperis, as a pro se litigant.

8 **2.46** Judge denied his request for court-appointed counsel to which Plaintiff was not fully
9 prepare to as a pro se in this matter and has caused him to suffer from severe hardship. He now
10 has to manage considerably all other factors, such as being a student, father, and now as a pro se
11 litigant.
12

13 **2.47** The Summons was filed and provided to the Clerk on or around July 1, 2019. The date
14 for response due was within 21 days of service of Summons and Complaint, which was not sent
15 until 7/17/2019, so then the responsive pleading would be expected to be on or around August 8,
16 2019.
17

18 **2.48** More than 40 days have passed since Summons and Complaints was served on American
19 Family. Said Defendants have failed to appear, plead, or otherwise defend the action in the time
20 allowed and/or have otherwise neglected to answer the Complaint.
21

22 **2.49** Brought this matter to the attention of Roslaniec, attempt included leaving a telephone
23 message left on August 12, 2019. No response. More calls, no response. Later was via email on
24 August 22, 2019, in which counsel request an additional two weeks for a responsive pleading to
25 be entered.
26

27 **2.50** Plaintiff respectfully place the Court on notice that this time for requested extension
28 would be expected on or around September 5, 2019.

1 **2.51** Due to Plaintiff request for appointed-court counsel was denied, Saray has needed to set
2 an appointment with the pro bono counsel of Tacoma, which appointment are usually set for first
3 Monday evening of each month.

4 **2.52** Plaintiff was then able to speak to counsel on October 7, 2019 which help begin to
5 understand the language in these motions and what exactly does the court would like to see.

6 As a pro se Plaintiff, I admits that I do need assistance in understanding the Local Rules,
7 and has challenges with dealing with lawyers in practice, the English literacy also has been
8 difficult as this is the third attempt in passing the pre-requisite course of Eng095.
9
10

III. FIRST CAUSE OF ACTION: BREACH OF CONTRACT

12 **3.1** Paragraphs 1.1 through 2.55 are in support of the complaint filed in Dkts. 1 and 6 and re-
13 alleges as though fully set forth.

14 **3.2** Saray was injured as a result of the June 20, 2016 motor vehicle collision.

15 **3.3** At the time of the accident, Saray had underinsured motorist coverage under his policy of
16 insurance with American Family.

18 **3.4** Saray has suffered economic and non-economic damages as a result of the fault of an
19 underinsured motorist.

20 **3.5** Saray was therefore entitled to benefits or access to medical expense costs under the UIM
21 coverage which was in effect at the time of the crash for damages.

23 **3.6** As a matter of law, American Family's failure to properly pay Saray's legitimate claims
24 for benefits under an automobile insurance policy after a crash constitutes breach of the
25 insurance contract.

1
2 **IV. SECOND CAUSE OF ACTION:**
3 **VIOLATIONS OF RCW CHAPTERS 48.01 AND 48.30**

4 **4.1** Paragraphs 1.1 through 3.6 and complaint filed in Dkts. 1 and 6 are realleged as though
5 fully set forth.

6 **4.2** American Family's bad faith in the handling Saray's UIM claim violates RCW 48.01.030
7 which requires insurance companies to act in "good faith, abstain from deception and practice
8 honesty and equity in all insurance matters."

9 **4.3** American Family's bad faith handling of Saray's UIM claim violates RCW 48.30.015 the
10 WAC sections enacted pursuant to that chapter, including 284-30-330 (1-6, 12 & 13), WAC 284-
11 30-350. American Family violated the Washington Administrative Code in a number of ways,
12 including but not limited to:

- 13 a) Misrepresenting facts; fabricating facts;
14 b) Failing to act reasonably promptly;
15 c) Failing to consider plaintiff's interest along with its own interests.

16 **4.4** American Family misrepresented pertinent facts or insurance policy provisions when
17 American Family drafted the policy which states that it will provide coverage or benefits for
18 bodily injury under the Underinsured/Uninsured Motorist Bodily Injury Coverage is
19 unreasonable and deceptive and constitutes a failure to treat its policyholder in good faith.
20

21 **4.5** Saray is entitled to damages in an amount to be proven at trial for actual damages, treble
22 damages, reasonable attorneys' fees, and costs, including expert witness fees.

23 **V. THIRD CAUSE OF ACTION: VIOLATIONS OF RCW CHAPTER 19.86**

24 **5.1** Paragraphs 1.1 through 4.5 and complaint filed in Dkts. 1 and 6 are realleged as though
25 fully set forth.

5.2 American Family has violated the Consumer Protection Act by committing unfair and/or deceptive acts or practices, in the course of trade or commerce, affecting the public interest, which unfair and/or deceptive acts have caused injuries to Saray in his property or business.

5.3 As a matter of law, American Family has per se violated the Consumer Protection Act by each and every violation of RCW Chapter 48.30 and the WAC, as alleged above, entitling Saray to treble damages and reasonable attorney's fees and costs.

VI. PRAYER FOR RELIEF

WHEREFORE, Saray prays for the following relief against American Family:

6.1 For an award of monetary damages against American Family for breach of contract, including but not limited to, UIM coverage in the amount of such special and general damages as Saray will prove at trial.

6.2 All damages including emotional distress and consequential economic damages shown at trial for American Family's bad faith dealings with their insured in violation of RCW 48.01 et seq.;

6.3 For all damages shown at trial which proximately flow from American Family's violation of RCW 48.30 et. seq. and the WAC, including but not limited to, three times actual damages;

6.4 Saray's attorney's fees and cost pursuant to RCW 48.30.015 and RCW 19.86.090;

6.5 Such other relief as the Court deems appropriate.

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

Pursuant to RCW 9A.72.085

Dated this 15th day of October 2019

Cehakanak Saray

Cehakanak Saray
Pro Se Litigants
All Rights Reserved
4214 East N Street
Tacoma, WA 98404
Telephone: (253) 217-0965
sarayc_2000@hotmail.com
Plaintiff, in Proper Person

1 WAWD - Certificate of Service (Revised 12/27/12)
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5 **UNITED STATES DISTRICT COURT**
6 **WESTERN DISTRICT OF WASHINGTON**

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13 Cehakanak Saray,

14 Plaintiff(s),
15 v.
16 American Family Mutual Insurance
17 Group S.I.

18 Defendant(s).

19 3:19-CV-05493
20 Case No. _____

21 **CERTIFICATE OF SERVICE**

22 I hereby certify that on 10/15/2019 I electronically filed the foregoing
23 with the Clerk of the Court using the CM/ECF system which will send notification of such
24 filing to the following:

25 Attorney for Defendants: COLE WATHEN LEID HALL, P.C.
Ryan J. Hall Email: rhall@cwlhlaw.com & Christopher J. Roslaniec croslaniec@cwlhlaw.com

and I hereby certify that I have mailed by United States Postal Service the document to the
following non CM/ECF participants:
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Dated 10/15/2019

s/ Cehakanak Saray

Sign or use a "s/" and your name

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MY APPOINTMENT IS:

Date MON 10-7-19

Time 5:45pm

Place LAW LIBRARY

Clinic/Address _____

Appointment Scheduled by _____ on _____

Best scanned image available.

Order
Showing
Cause

Email Transcripts 10 pgs.



JSR - Proposed Discovery & Lists

CEHAK SARAY

To: Chris J. Roslaniec; Ryan J. Hall
Mon 9/23/2019 2:43 PM

Hello Chris,

Please review my suggestion and edits with the lists of witnesses to the JSR.

1. Plaintiff request for Status Conference.
2. Plaintiff request for an Oral Hearing prior to ruling on Defendant's dispositive motion.
3. Plaintiff request of the following Discovery including but not limited to Request for Admission, Request for Interrogatories.
4. Parties will DEMAND A JURY TRIAL OF TWELVE.

5. Plaintiff will enter Protective Order by 10/1/2019.

6. Plaintiff may seek preliminary and injunction relief to refrain American Family to cease and desist from sending mail-ad delivered to Plaintiff's home address. Material includes offering a promise of protection through the forms of creating a policy contract and referring this contract as dreams.

7. Plaintiff may request the Court for class certification under Fed. R. Civ. Pro. 23 for any parties that may be similarly situated and had alleged bad faith against Defendant as some may be found in Dkt. 2 Pg. 70 through 92 of 92

8. Plaintiff requests for Scheduling Conference.

List of witnesses including some finding of initial facts in preparation to disclose:

1. **Jack Salzwedel**, Chairman and Chief Executive Officer
6000 American Parkway
Madison, Wisconsin 53783
T: (800) 692-6326

Jack Salzwedel is an is an officer for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 3, Pgs. 79 through 98 of 126
AMERICAN FAMILY CODE OF CONDUCT & BUSINESS ETHICS

Dkt. 3, Pg. 80 of 126
A MESSAGE FROM JACK SALZWEDEL

*"Our vision is to be the most-trusted and valued customer-driven insurance company.
Acting in the highest ethical manner is one of the critical steps in achieving that vision,*



...



UNDERINSURED MOTORIST COVERAGE

www.amfam.com/insurance/car/coverages/underinsured-motorist

Dkt. 3, Pg. 122 of 126

NEWSROOM article Madison, March 06, 2018

Strong growth, record storm claims highlight 2017 for American Family Insurance Group

American Family ended 2017 with 10.5 million policies in force.

2. **Daniel Kelly**, Chief Financial Officer
American Family Mutual Insurance Group, S.I.
6000 American Parkway
Madison, Wisconsin 53783
T: (800) 692-6326

Dan or "Daniel" Kelly is an officer for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 3, Verify Reports located in the following are True and Accurate:

Dkt. 3, Pgs. 72 & 73 of 126

AMFAM.COM 2017-REPORT

Dkt. 3, Pgs. 77 & 78 of 126

AMFAM.COM 2018-REPORT

Dkt. 3, Pgs. 117 & 118 of 126

NEWSROOM article, Madison July 14, 2016

10 million and growing: American Family Insurance achieves milestone for policies in force

Dkt. 3 Pg. 120 of 126

NEWSROOM article *Fast Facts*

<https://newsroom.amfam.com/fast-facts/>

Dkt. 3 Pg. 121 of 126

UNDERINSURED MOTORIST COVERAGE

www.amfam.com/insurance/car/coverages/underinsured-motorist

Dkt. 3, Pg. 122 of 126

NEWSROOM article Madison, March 06, 2018

Strong growth, record storm claims highlight 2017 for American Family Insurance Group

American Family ended 2017 with 10.5 million policies in force.

3. **Joanie Sullivan**, Casualty Claim Adjuster II
American Family Mutual Insurance Company, S.I.
6000 American Parkway
Madison, WI 53783
T: (800) 692-6326 Extension 58797
Email: jsullivan@amfam.com

Joanie Sullivan is an Adjuster for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to



"I have been assigned to assist you with the Underinsured Motorist Bodily Injury claim..."

Dkt. 1-2, Pgs. 12, 13, 14, 15, 16, 17, 18 of 47

Corresponding Letters, Defendant's deceitful conduct and claims handling.

4. **Marshall Westbrook**, Casualty Claim Manager – AZ/NV/WA/OR
American Family Mutual Insurance Company, S.I.
6000 American Parkway
Madison, Wisconsin 53783
T: (800) 692-6326 Extension 58105
Email: mwestbr1@amfam.com

Marshall Westbrook is a Manager for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 1-2, Pgs. 26 & 27 of 47

Letter dated July 24, 2018 regarding Family Private Passenger Auto Policy 2354-1271-02, Claim No. 00-185-135663 for date of loss on June 20, 2016, Regulator File No. 1586840. Sent to Ethel Smith, Compliance Analyst with State of Washington Office of the Insurance Commissioner

Dkt. 3 Pg. 121 of 126

UNDERINSURED MOTORIST COVERAGE



www.amfam.com/insurance/car/coverages/underinsured-motorist



5. **Deontae C Turner**, Casualty Claim Adjuster
American Family Mutual Insurance Company
6000 American Parkway
Madison, WI 53783
T: (800) 692-6326 Extension 58746
E-mail: dtturner1@amfam.com



Deontae C Turner is an Adjuster for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 2, Pg. 2 of 92

Letter sent June 23, 2016 to investigate this accident.

Dkt. 2, Pg. 4 through 10 of 92

Loss Report and Police Report submitted to Adjuster via FedEx on June 28, 2016.

Dkt. 2, Pg. 34 of 92

Letter of representation sent to Adjuster Deontae Turner from Law Offices of Harold D. Carr, P.S.

Dkt. 2, Pg. 37 of 92

Letter sent January 10, 2017 Enclosed PIP and UM/UIM REJECTIONS and Denial of Coverage. Please be advised that the American Family Mutual Insurance automobile policy 23541271-02 does not carry PIP or UM/UIM for the date of loss of June 20, 2016.

"Please review the enclosed PIP and UM/UIM signoff rejection forms."

"The insured rejected the coverage on August 31, 2015."

"On September 15, 2016 the insured requested a change in coverage and added PIP and UM/UIM to the automobile policy."



...



Dkt. 2, Pg. 38 of 92

WASHINGTON PERSONAL INJURY PROTECTION REJECTION / SELECTION FORM
signed on 08/31/2015 for coverage on 1999 Toyota Corolla.

Dkt. 2, Pg. 39 of 92

WASHINGTON UNDERINSURED MOTORIST COVERAGE REJECTION / SELECTION FORM
signed on 08/31/2015 for coverage on 1999 Toyota Corolla.

Dkt. 2, Pg. 40 of 92

Certificate of Completion Electronic Signature for REJECTION / SELECTION FORMS
of Dkt. 2, Pg. 38 & 39 for coverage on 1999 Toyota Corolla.

Dkt. 2, Pg. 42, 43 & 44 of 92

Declaration Page, Proof of Insurance Card and coverages for 2013 Infiniti JX35.

Dkt. 2, Pg. 45 of 92

WASHINGTON UNDERINSURED MOTORIST COVERAGE REJECTION / SELECTION FORM
signed on 09/15/2016 for coverage on 2013 Infiniti JX35.

Dkt. 2, Pg. 46 of 92

Letter to Mr. Turner on 1/24/2017 from Imogen N. Holmes, Legal Assistant at Law Offices
of Harold D. Carr, P.S.



*"In response to your letter dated January 10, 2017 in which you again state that our client,
your insured, Cehakanak Saray did not have UM/UIM coverage for the 2011 Cadillac which
he was driving at the time of the June 20, 2016 collision."*



*"Our client/your insured purchased the 2011 Cadillac in April and added UM/UIM
coverage at that time."*



"His other vehicle(s) did not have UM/UIM coverage."



*"This is documented by his American Family Insurance Declarations pages which clearly
shows such coverage for that particular vehicle and the correct policy number."*

*"He subsequently added UM/UIM coverage to all vehicles on or about 9/15/16 which is
reflected in the UM/UIM signed acceptance page which you provided."*

*"Please contact our client's American Family Insurance agent to verify such coverage or for
an explanation as thy this Declaration's page was provided to him."*

"Our client relied upon this coverage."

*"Please reply in writing that you have checked with the agent about this matter and
confirming whether our client was billed for such coverage on the 2011 Cadillac."*

*"If it is still American Family's position that there is no UM/UIM coverage on the date of the
loss, we will need a detailed explanation in writing and an explanation as to how the
Declararions page could be incorrect."*

*"If we are required to litigate coverage, please know that Olympic Steamship allows for
reasonable attorney's fees for wrongful coverage denial."*

6. Susan Burns, Casualty Med Pay No-Fault Adjuster
American Family Mutual Insurance Company S.I.
6000 American Parkway
Madison, Wisconsin 53783



Susan Burns is an Adjuster for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 3, Pg. 2 – Findings and facts involving Claim No 00-185-135663-1938

"There was no change in policy coverage when the insured vehicle was changed from the 1999 Toyota Corolla to the 2011 Cadillac SRX."

" Both vehicles were insured under the same policy number so no new rejection forms were necessary. Coverage on the 2011 Cadillac SRX was the same as for the 1999 Toyota Corolla."

Denial of coverage was based on the following language:

"I also understand and agree that this selection shall be applicable until I request a change in writing. If I decide to select another option at some future date, I must let the company know in writing."

Enclosed Washington Personal Injury Protection, Rejection/Selection Form under Policy No. 2354-1271-02-51-FPPA-WA

Dkt. 3, Pg.3 – 1999 Toyota Corolla Proof of Insurance Card & Coverage (Front Image)
Effective Date 02-26-2016 Expiration Date 06-23-2016
Covrances BI-PD

↶ **Dkt. 3, Pg. 4 - 1999 Toyota Corolla Proof of Insurance Card & Coverage (Back Image)**
Important Information

↶ ↲ **Dkt. 3, Pg. 5 – 2011 Cadillac SRX Proof of Insurance Card & Coverage (Front Image)**
Effective Date 06-23-2016 Expiration Date 06-23-2017
Covrances BIPD UIM COMP COLL UIMPD

→ **Dkt. 3, Pg. 6 - 2011 Cadillac SRX Proof of Insurance Card & Coverage (Back Image)**
Coverage Description Underinsured Motorist Bodily Injury \$25,000/\$50,000

7. **Dominic Batten 055/354**
American Family Former-Agent/Former-Agency Owner
15711 Pacific Ave
Tacoma, WA 98444
T: (253) 722-2886
E-Mail: dbatten@amfam.com

Dominic Batten was a former agency owner and agent for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

8. **Tiffani Guthrie, Agent (former)|American Family Insurance**
Underwriter at Battens Agency
15711 Pacific Ave
Tacoma, WA 98444
T: (253) 722-2886
E-mail: TGUTHRIE@amfam.com

Tiffani Guthrie was an agent for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:



...



Dkt. 2, Pg. 28 of 92

Payment on August 18, 2016 towards Life Insurance Policy for Saray's mother.

Dkt. 3 Pg. 12 of 126

Email sent from Agent on 7/20/2016

"Our team at the Dominic Batten Agency would like to thank you for your continued loyalty and trust in allowing us to provide you with your insurance needs."

Dkt. 3, Pg. 31 of 126

Produced and provided copy in-person of DECLARATIONS FAMILY CAR POLICY and showed the following language:

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

Guthrie and Saray had a mutual understanding that bodily injury coverage was available for bodily injury medical expenses or cost, as shown.

↶ Dkt. 3 Pg. 121 of 126

UNDERINSURED MOTORIST COVERAGE

www.amfam.com/insurance/car/coverages/underinsured-motorist



9. Steven R. Nickell, AIC, SCLA

Subrogation Senior Adjuster

American Family Mutual Insurance Company

6000 American Parkway

Madison, Wisconsin 53783

T: (800) 692-6326 Extension 52351

E-mail: snickell@amfam.com



Steven R. Nickell Senior Adjuster for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 2, Pg. 23 of 92

Letter dated on August 15, 2016 "It is not necessary for you to do anything at this time."

Law Offices of Harold D. Carr

10. Imogen Holmes, Former Legal Assistant
The Law Offices of Harold D. Carr
10136 Bridgeport Way SW
Lakewood, WA 98499

11. Deborah Purcell, Attorney at Law
The Law Offices of Harold D. Carr
10136 Bridgeport Way SW
Lakewood, WA 98499
T: (253) 365-6565



...



Lakewood, WA 98499
T: (253) 365-6565

13. **Harold D. Carr, Attorney at Law**
The Law Offices of Harold D. Carr
10136 Bridgeport Way SW
Lakewood, WA 98499
T: (253) 365-6565

Dkt. 2, Pg. 46 of 92

Letter to Mr. Turner on 1/24/2017 from Imogen N. Holmes, Legal Assistant at Law Offices of Harold D. Carr, P.S.

"In response to your letter dated January 10, 2017 in which you again state that our client, your insured, Cehakanak Saray did not have UM/UIM coverage for the 2011 Cadillac which he was driving at the time of the June 20, 2016 collision."

"Our client/your insured purchased the 2011 Cadillac in April and added UM/UIM coverage at that time."

"His other vehicle(s) did not have UM/UIM coverage."

"This is documented by his American Family Insurance Declarations pages which clearly shows such coverage for that particular vehicle and the correct policy number."



"He subsequently added UM/UIM coverage to all vehicles on or about 9/15/16 which is reflected in the UM/UIM signed acceptance page which you provided."



"Please contact our client's American Family Insurance agent to verify such coverage or for an explanation as thy this Declaration's page was provided to him."



"Our client relied upon this coverage."



"Please reply in writing that you have checked with the agent about this matter and confirming whether our client was billed for such coverage on the 2011 Cadillac."

"If it is still American Family's position that there is no UM/UIM coverage on the date of the loss, we will need a detailed explanation in writing and an explanation as to how the Declarations page could be incorrect."

"If we are required to litigate coverage, please know that Olympic Steamship allows for reasonable attorney's fees for wrongful coverage denial."

Dkt. 2, Pg. 48 of 92

Email sent to Imogen Holmes on January 30, 2017, requesting for American Family response made in writing.
Dkt. 2, Pg. 49 of 92

AFFIDAVIT in the State of Minnesota, County of Hennepin
Amber Wuollet, February 7, 2017 produced a true and correct copy of the Declaration Page (Dkt. 2, Page 50 of 92)

Dkt. 3, Pg. 2 – Findings and facts involving Claim No 00-185-135663-1938

"There was no change in policy coverage when the insured vehicle was changed from the 1999 Toyota Corolla to the 2011 Cadillac SRX. Both vehicles were insured under the same policy number so no new rejection forms were necessary. Coverage on the 2011 Cadillac SRX was the same as for the 1999 Toyota Corolla."



...



in writing. If I decide to select another option at some future date, I must let the company know in writing."

Enclosed Washington Personal Injury Protection, Rejection/Selection Form under Policy No. 2354-1271-02-51-FPPA-WA

Dkt. 3, Pg.3 – 1999 Toyota Corolla Proof of Insurance Card & Coverage (Front Image)
Effective Date 02-26-2016 Expiration Date 06-23-2016
Covrances BI-PD

Dkt. 3, Pg. 4 - 1999 Toyota Corolla Proof of Insurance Card & Coverage (Back Image)
Important Information

Dkt. 3, Pg. 5 – 2011 Cadillac SRX Proof of Insurance Card & Coverage (Front Image)
Effective Date 06-23-2016 Expiration Date 06-23-2017
Covrances BIPD UIM COMP COLL UIMPD

Dkt. 3, Pg. 6 - 2011 Cadillac SRX Proof of Insurance Card & Coverage (Back Image)
Coverage Description Underinsured Motorist Bodily Injury \$25,000/\$50,000

Dkt. 2, Pg. 55 of 92

All-inclusive Offer of \$5,000 settlement on March 28, 2017 from American Family through Joanie Sullivan.



14. **Kyle Olive, Attorney at Olive Law NW**
1218 Third Avenue, Suite 1000
Seattle, WA 98101
(206) 629-9909



RE: Claims Handling and Correspondence

Dkt. 1-2, Pgs. 12, 13, 14, 15, 16, 17, 18 of 47
Corresponding Letters, Defendant's deceitful conduct and claims handling.



Dkt. 3, Pg. 70 & 71 of 126

RELEASE AND INDEMNITY AGREEMENT UNINSURED/UNDERINSURED MOTORIST COVERAGE
issued in exchange for the policy limits under Claim No. 00-185-135663. Attempts to release American Family from liability.

15. **Ethel Smith, Compliance Analyst**
State of Washington
Office of the Insurance Commissioner
P.O. Box 40255
Olympia, WA 98504-0255

Dkt. 1-2. Pgs. 23 & 24 of 47

Washington State Office of Insurance Commissioner
Original Complaint Details
Complaint Date: 07/09/2018

Dkt. 1-2, Pg. 25 of 47
State of Washington Insurance Commissioner OIC Case # 1586840
Letter addressed to Vanessa P Mosley on July 10, 2018

Dkt. 1-2, Pgs. 26 & 27 of 47



...



Office of the Insurance Commissioner

Dkt. 3 Pg. 121 of 126
UNDERINSURED MOTORIST COVERAGE

www.amfam.com/insurance/car/coverages/underinsured-motorist

16. **Christina Miller**, American Family Agent
3814 Pacific Ave South Suite 103
Tacoma, WA 98418-7813
T: (253) 200-4199
E-Mail: CMILLE2@AMFAM.COM

Christina Miller is an agency owner and agent for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

Dkt. 1-2, Pgs. 4 & 5 of 47

Letter dated May 15, 2017 "Thank you for placing your trust in American Family."

17. **Shirley McMahon**, American Family Agent
12222 Pacific Ave
Tacoma, WA 98444-5127
T: (253) 240-3467
E-Mail: smcmahon@amfam.com

Shirley McMahon is an agency owner and agent for the Defendant and may have knowledge of Defendant's actions in this matter and may have discoverable information regarding this case including but not limited to the following:

RE: Unknown-Listed Agent in Compliance Report File Number 1586840.

→ Mail-Advertisement sent on behalf of above-name mentioned of American Family.

18. **Alfonzo Riconosciuto**, American Family Agent
5825 Tacoma Mall Blvd Ste 101
Tacoma, WA 98409-6906
T: (253) 472-7707
E-Mail: ariconos@amfam.com

Mail- Advertisement sent on behalf of above-name mentioned of American Family.

Dkt. 3 Pg. 121 of 126
UNDERINSURED MOTORIST COVERAGE

18. **Philips Law Firm**
Maribel Reny - Attorneys at Law
17410 133rd Ave NE, Suite 301
Woodinville, WA 98072
E-mail: mreny@justiceforyou.com

RE: Personal Injury Protection Coverage with Claim No 185-135663
Assigned under American Family Letter Dated June 30, 2016

.



RE: Joint Status Report.



Chris J. Roslaniec

Mon 9/23/2019 3:07 PM

Hi Mr. Saray, Many of those items are not appropriate for addition to the JSR, but I have indicat...



To: Chris J. Roslaniec



This message hasn't been sent.

Saved: Mon 9/23/2019 8:57 PM

Unfortunately, without including the suggestions or requests proposed, I can not compel to agree to this Joint Status Report.

Get [Outlook for Android](#)



CEHAK SARAY



To: Chris J. Roslaniec

Mon 9/23/2019 4:40 PM



Hi Chris,

Unfortunately, my request of the email I provided in the JSR is not disclosed in your report. That being said, I can not agree to your Joint Status Report that you have created for September 23, 2019.

The proposal for Joint Status Report is currently conflicting interest of all the parties involved and parties position should be entered accordingly in the JSR, whether you believe it's appropriate or not.

Therefore, I would like to request we reconsider for another date to submit our Joint Status Report until we can agree on the terms of the JSR.

Please be advised that I will be notifying the Deputy Clerk to request an additional time for submitting a JSR, which I proposed a new date to be completed by September 30, 2019.

Thank you,

Cehakanak Saray



Saray v. American Family
Case No. 3:19-CV-05493

Cehakanak Saray
4214 East N Street
Tacoma, WA 98404
sarayc_2000@hotmail.com
(253) 217-0965

September 9, 2019

Cole | Wathen | Leid | Hall, P.C.
1505 Westlake Ave North, Suite 700
Seattle, WA 98109-6243
T: (206) 622-0494 F: (206) 587-2476

RE: **Case No. 3:19-CV-05493-RJB**
Saray v. American Family Mutual Insurance Group S.I.

TO: All Counsel & Attorneys for Defendant on Record:

Christopher J. Roslaniec (WSBA # 40568)	croslaniec@cwlhlaw.com
Ryan J. Hall (WSBA #28585)	rhall@cwlhlaw.com
Sonia Chakalo (Legal Assistant)	schakalo@cwlhlaw.com

Dear Counsel of Record,

I appreciate your legal assistant Sonia for taking the time to speak with me the morning of 8/20/19 regarding my voice message I have left with you on **August 12, 2019** about an action against your client, Defendant **American Family**.

We spoke briefly about your availability, to which she stated that you had an appearance in King County court that week to the reason that you were unable to respond the pleadings.

I received your response via email **August 22, 2019**.

I expect that you have received my reply to your email request, which I sent to you on **August 23, 2019** for scheduling purposes, with respect to my time of availability for a **26(f) Conference** ordered by the court, which you noted should be set by **9/9/19**.

Please check your email again and confirm this message.

Time available to meet and confer, if you have any time in conflict in that regards, please address that matter with me as soon as you are able to.

I also understand through your email which you request additional two weeks to answer with a responsive pleading regarding American Family's failure to Answer to the above-entitled action which I have noted in my calendar for Friday, **September 6, 2019**.

I have received notice of an **Answer** on **September 3, 2019**, in which you have also request a **DEMAND FOR JURY**.

Saray v. American Family
Case No. 3:19-CV-05493

However, your **Answer** to my **Complaint** shows me that you have not adequately submit a responsive pleading in good faith and then have asserted **AFFIRMATIVE DEFENSES** in that regard.

Please **note** that the facts to this case has been supplemented with letters, exhibits and correspondence that shows merits for the facts and basis of this claim which you allege lacks information.

Please refer again to the Dockets 1-2, 2 & 3 filed in this action between the date filed and **June 6, 2019**.

In addition to those outlined and request made above, a **Demand for Jury Trial** would be necessary in Engaging in fraud made by the acts of your client, Defendant American Family through their **Actors, Assignee and/or Otherwise**.

Here the amount to award punitive damages may be assessed for two types of deterrence and punishment:

- 1) Specific goal is to teach the defendant not to engage in misconduct again; and
- 2) General serves to prevent others.

WPI 348.02 Civil Right Punitive Damage is attached to Dkt 3. (Page 109 of 126)

Brief History

Following the *notice of appearance* on record, and after careful consideration, an order was granted to proceed *in forma pauperis* signed on **June 21, 2019** by Judge David W. Christel.

After a denial for request of *court-appointed counsel* on **July 15, 2019**, however, *Service of Process* was granted by the Court to which American Family was then served a **Summons** and **Complaint** on or around **July 17, 2019** by first-class mail at their last known principal place of address located in Dane County of Madison, Wisconsin.

As of date of this letter, please carefully reviewed these exhibits and dockets, as you have yet represented on American Family behalf appropriately with your **Answer**.

Request for admission will be entered and if your intention is unfounded, I will be requesting the Courts to impose sanctions.

Failing to consider this proposal settlement, as a former customer and consumer, which I emphasize that my loyalty and trust should not be questioned, but it was fully taken advantage by your client's way of words and Vision statement among other things.

I have yet to see any acts in good faith, and a position that should be carefully considered in respect to your client and towards me as the Plaintiff, a former member/policyholder/consumer/customer/your own insured.

Upon personal belief and the substantial materials of information that your firm has overlooked, your firm should owe a duty to preserve your client position and in taking this proposed amicable resolution.

Counsel of record should be aware of the vested interest in maintaining the *status quo* for their client, Defendant American Family, including the reputation of both parties, in the likelihood that a judgment verdict will be in excess and in favor of Plaintiff.

For Settlement Purpose Only

In light of your liability, the nature, to extent of fraud and statutory violations, and permanency of the known injuries, the pain and suffering experienced and the loss of life's time and pleasures, among other things.

I have proposed a settlement (all-inclusive for the value of my dreams which is basically this entire experience and lawsuit), which I would request that Jury award at least one percent of American Family Mutual Insurance Group S.I. financial net-worth, which is reported by AmFam financial report and to assert that the Jury understands clearly what it means to Insure Carefully Dream Fearlessly, and that a dream is the most valuable thing anyone will ever own.

This 1% of Defendant financial net-worth is an amount to be around \$270-275 million dollars in which \$186,420,925.00 (one-hundred-eighty-six-million, four-hundred twenty thousand, nine-hundred-twenty-five dollars) is appropriate to compensate this settlement demand towards the Plaintiff Saray.

Based on the entire claims, prayer for relief or any other judicial notice, including a likelihood that Judgment would be in my favor that I am legally entitled too by law, this amount is very considerable.

Because and however, I am only asking for this amount of \$186,420,925.00 which is about two-third of the above amount, which after careful thoughts and consideration, I will then agree to have about one-third of this amount \$83,579,075.00 (eight-three million, five-hundred-seventy-nine thousands, seventy-five dollars) for the 3rd party or service that successfully execute this proposal.

I also would be including supplemental exhibits to support this case in regarding to the **bonus and compensatory of Executives, Directors and/or Officers** and how their amount to unjust enrichment beyond excessive, which are material to creating a case for wealth-calibrated punitive damages.

I advise that in effort to find out the truth is far more significant than any intangible assets created under a false brand, through false character traits and misleading reputation. This consideration will benefit all parties and we can wage the truth as equitable to the sake of my family, my children and our well-being including the peace of mind, and my mental and financial freedom.

This will save us all time, energy and relief from any unnecessary further damages, not only towards your client, but mine as well.

I seek prayer for relief that everyone involved deserves another chance to make amends with what went wrong in this matter.

Therefore, I hope that you can understand my critical and dire need of getting on with my life and pursuit my dream that your client has repetitively failed to protect and promise.

If you have any counter to this amount or settlement offer, please provide me immediately with depth and detail of how you evaluated this entire claim and the damage to which the most valuable thing your client state that anyone will ever own, more specifically the intellectual property also known as dreams.

I reiterate that **this is not how I envisioned where my life, family, and friends to be and dearly miss the quality part of my life to share and enjoy how I choose. Never was it my dreams to ever to have studies the legal loopholes that excuses criminal behaviors, write motions or practice law in a world of**

Saray v. American Family
Case No. 3:19-CV-05493

falsehood, lies and deceits passing culpability among attorneys in our community with an illusion that portrays incompetent individual that are far not worth even further discussing their existence in the communities of professional legal services.

I write this letter to fully disclose that through my actions there are many ways to proceed, and not just in court. I advised you that this case is not worth any dollar value you can properly figure by any set of code or algorithm. Just know that my heart and mind is too far committed to stop going any other direction then to see that criminals are accountable for their fraudulent scheme, and that my moral obligation is to serve the truth and may justice be served.

May this be your final attempt to hear OR accept any settlement.

Do not ATTEMPT any deceptive tactics to lessen this agreement.

Please provide me with this information so that I may take the necessary and appropriate actions into consideration against your client, Defendant AMERICAN FAMILY MUTUAL INSURANCE GROUP S.I.

If this **offer** is not accepted in 5 (five days) from date of this letter is received, I will be making a case for wealth-calibrated punitive damages and requesting for judicial assistant and sanction any part that may need attention too and/or the award may be applied to another executor of this proposal or *pro se*.

Respectfully,

Cehakanak Saray

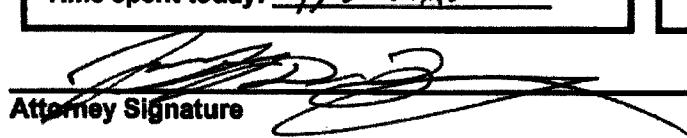
TO BE COMPLETED BY ATTORNEY**ATTORNEY NOTES/CASE SUMMARY**Attorney Name (print): Tony Bradley WSBA #: 27726Reason for Visit: Has pro se case for bad faith and breach
and other claims against CIMA CreditCase Notes: Property paid limits as CIMA, but jobs
not having property. Filed in Fed court, facing
show cause on Joint Status and Motion To DismissClient's Next Steps: Explained would not have a case because
of tasks payout, Needs to get letter from agent
has copy of a Complaint Court is good. Take
back to see if he can file suit, Then right up payment
If not, Amend Complaint and wait over how to
respond, but I will to do so.**Outcome and Services:**

- PAPERWORK PROVIDED
 Counsel and advice only
 Counsel, advice, and brief services
 - Letter for client (attach copy)
 - Phone call on client's behalf
 - Other: _____ Extensive services (please specify):

- I will provide limited Pro Bono representation
 I will provide full Pro Bono representation

Time spent today: 45 minutes**Referrals:**

- Schedule for Legal Advice Clinic
 (date/time): _____
- Schedule for Paralegal Follow-up
 (date/time): _____
- Housing Justice Project
 (date/time): _____
- Other referral: _____


Attorney SignatureDate 10-7-19